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September 18, 2018

Tara Ann St. Angelo, Esq.
Gebhardt & Kiefer, P.C.
1318 Route 31 North
P.O. Box 4001
Clinton, NJ 08809

Re: In the Matter of the Town of Clinton, Docket No. HNT-L-304-15

Dear Ms. St. Angelo:

This letter memorializes the terms of an agreement reached between the Town of Clinton (the "Town" or "Clinton"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

Background

Clinton filed the above-captioned matter on or about July 1, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Town and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Town and FSHC hereby agree to the following terms:

1. FSHC agrees that the Town, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.
3. FSHC and Clinton hereby agree that Clinton's affordable housing obligations are as follows:

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Rehabilitation Share (per Kinsey Report ¹)	18
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	51
Third Round (1999-2025) Obligation	116

4. For purposes of this Agreement, the Third Round Obligation shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Town's efforts to meet its present need will include the following: creation of a housing rehabilitation program for ownership and rental housing utilizing future affordable housing trust funds. This will include hiring of an affordable housing administrator, creation of a housing rehabilitation program manual, and marketing of the program, all of which shall occur prior to the compliance hearing in this matter. This will be sufficient to satisfy the Town's present need obligation of 18 units.

Nothing herein shall limit the Town's right to amend its Rehabilitation Share pursuant to the results of a survey of the Town's housing stock conducted in compliance with N.J.A.C. 5:97-6.2(a), provided that the municipality shall complete the survey and forward it to the court, special master, and FSHC within 180 days of the court's entry of an order approving this Agreement. Such time period may be extended by mutual agreement of the Parties. If the Town elects to conduct such a survey, the results shall be presented to FSHC and a Consent Order may be entered with the Court modifying the Town's Rehabilitation Share hereunder, subject to confirmation at the compliance hearing. In the event FSHC does not consent to a modification of the Rehabilitation Share pursuant to the submission of such survey, nothing herein shall limit the Town's right to petition the Court and seek and order modifying the Town's Rehabilitation Share.

6. As noted above, the Town has a Prior Round prospective need of 51 units, which is met through the following compliance mechanisms:

Project	# Units	Rental Bonuses	
Alton Place (family for-sale) – built	14	0	This is an inclusionary development consisting of a total of 179 market-rate and affordable units. 14 of the 44 for-sale family affordable units in the Alton Place development will be allocated towards the Prior Round obligation. These units were initially occupied in 1999. Deed restrictions require the affordable housing to remain affordable through at least 2029. During the compliance phase of this litigation, the municipality will provide documentation evidencing the creditworthiness of these units.

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.

Twin Ponds (family rental) – built, Block 1, Lot 60.02	12	12	This is an inclusionary development consisting of a total of 60 market-rate and affordable units. 12 affordable family rental units will be allocated towards the Prior Round obligation. These units were initially occupied in 2015. Deed restrictions require the affordable housing to remain affordable through at least 2045. During the compliance phase of this litigation, the municipality will provide documentation evidencing the credit-worthiness of these units.
Halstead Place (family rental) – built, Block 16, Lot 22.02	1	1	This is an inclusionary development consisting of a total of 28 market-rate and 7 affordable units. These units were initially occupied in 2017. Deed restrictions require the affordable housing to remain affordable through at least 2047. During the compliance phase of this litigation, the municipality will provide documentation evidencing the creditworthiness of these units.
Hunterdon ARC (group home), Block 29.01, Lot 8	4	0	Hunterdon ARC operated a special needs facility in Town from 1980 to 2002. While no longer in existence, it contained four bedrooms and had affordability controls of more than 10 years during the Second Round period, making each bedroom eligible for credit. During the compliance phase of the litigation, Clinton agrees to provide the following for these credits: 1) A copy of the deed restriction on the project; 2) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing http://www.nj.gov/dca/services/lps/hss/admin_files/monitoring/suppspecneedssurvey121812.pdf ; 3) A copy of the facility license, if applicable.
NAMI House (group home), Block 25, Lot 17	4	0	Nami House was a special needs facility operated by the Hunterdon Alliance under license from the Division of Mental Health Services. It was located at 23 ½ West Main Street and had 4 bedrooms in operation from 1995 to 2016. During the compliance phase of the litigation, Clinton agrees to provide the following for these credits: 1) A copy of the deed restriction on the project; 2) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 3) A copy of the facility license, if applicable.
Accessory Apts. (family rental) - built	3	0	The Town approved 2 accessory apartments at 102 West Main Street, Block 1, Lot 33, that are currently occupied and administered by the Town, and an additional accessory apartment was approved at 19-21 Main Street, Block 11, Lots 6 and 7 and is occupied, for a total of 3 accessory apartments. Documentation evidencing the creditworthiness of these units will be provided during the compliance phase.
Total:	38	13	

7. The Town has implemented or will implement the following mechanisms to address its Third Round Obligation of 116 units:

Project	# Units	Rental Bonuses	
Alton Place (family for-sale) - built	30	0	This is an inclusionary development consisting of a total of 179 market-rate and affordable units. 30 of the 44 for-sale family affordable units in the Alton Place development will be allocated towards the Third Round obligation. These units were initially occupied in 1999. Deed restrictions require the affordable housing to remain affordable through at least 2029. During the compliance phase of this litigation, the municipality will provide documentation evidencing the creditworthiness of these units.
Halstead Place (family rental) – built, Block 16, Lot 22.02	6	6	This is an inclusionary development consisting of a total of 28 market-rate and 7 affordable units. These units were initially occupied in 2017. Deed restrictions require the affordable housing to remain affordable through at least 2047. During the compliance phase of this litigation, the municipality will provide documentation evidencing the creditworthiness of these units.
Holiday Inn (family rental) – proposed, Block 3, Lot 2.2	10	10	This is an inclusionary development on a vacant site. An applicant for this site recently obtained minor subdivision approval from the land use board and has agreed to construct a total of 50 family rental units, of which 10 will be affordable, all of which are eligible for rental bonus credits. A realistic opportunity for this site will be provided through the adoption of zoning that permits a total of 50 units and requires a 20% set-aside during the compliance phase of the litigation.
LoCasio (family rental) – proposed, Block 21, Lot 27	1	1	The LoCasio project received use variance approval from the Land Use Board on 5/1/18 to create 6 one bedroom rental apartments on the upper floors of a 3-story office building, and the developer has agreed to provide 1 affordable family rental apartment, which will also be eligible for rental bonus credit. During the compliance phase of the litigation, the Town will provide an agreement with the developer to provide the one unit of affordable housing.
Clinton Moebus 34, LLC (age restricted rental) – proposed, Block 25, Lot 19	10	0	Clinton Moebus 34, LLC ("Moebus"), an Intervenor in the Town's Declaratory Judgment Action, has agreed to a settlement with the Town that will allow construction of 56 townhome units on Block 14, Lot 32, and the developer will provide 10 age-restricted affordable units off-site on property they own, designated as Block 25, Lot 19. As an alternative, Moebus is in talks with the owner of the Global Ag site, immediately adjacent to the property they own, for the common production of age-restricted affordable units in a single building to be constructed on the Global Ag site. During the compliance phase of this matter, the Town will demonstrate that this compliance mechanism provides a realistic opportunity, including by providing a developer's agreement addressing the provision of affordable housing. The Town agrees that

			the 10-age restricted units will be phased with the Moebus market-rate units as if they are the same development, even if the affordable units are provided off-site. Such phasing shall be set forth in a separate agreement between the Town and Moebus.
A&P Redevelopment (family rental) – proposed, Block 21, Lots 30.01, 31, 32, 33	23	2	The A&P redevelopment area is currently under investigation and consideration of a designation as an area in need of redevelopment, which is anticipated by September of 2018. The area being investigated covers approximately 5 acres, and includes the former A&P supermarket, which has been vacant for some time. A minimum of 111 units are anticipated, yielding 23 affordable housing units. A realistic opportunity will be provided through the provision of a permitted density of 23 units per acre. The Town agrees to adopt a redevelopment plan and to enter into a redevelopment agreement for this site within 12 months of the approval of this agreement through an order adopted following the fairness hearing.
Fox Lumber (family rental) – proposed, Block 24, Lots 10 and 2	10	0	The Fox Lumber site is part of the Riverside Redevelopment Area, which has been designated an area in need of redevelopment by the Town. A redevelopment plan will be adopted for the Fox Lumber site that will permit a minimum of 50 units, 10 of which would be affordable. A realistic opportunity will be provided through the provision of a minimum permitted density of 12 units per acre. The Town agrees to adopt a redevelopment plan and to enter into a redevelopment agreement for this site within 12 months of the approval of this agreement through an order adopting following the fairness hearing.
Global Ag (family rental) – proposed, Block 25, Lot 20	15	10	This site will be rezoned to permit 20 market-rate townhomes, along with two multifamily buildings to contain 30 market rate family rentals in one building and up to 23 family affordable units comprising 13 units to address the required on-site set-aside and 10 units to address the setaside required by Moebus, if the developers agree to provide the affordable units required to be phased with the Moebus site at the Global Ag site. Should the two developers not come to agreement to include all 23 affordable units in one building on the Global Ag property, the number of market rate and affordable units will be adjusted accordingly, with a total of 74 units being constructed, 15 of which would be affordable. A realistic opportunity will be provided through the provision of a minimum permitted density of 16 units per acre. The Town agrees to adopt a redevelopment plan and to enter into a redevelopment agreement for this site within 12 months of the approval of this agreement through an order adopting following the fairness hearing.
Total	105	29	

8. The Town agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:

Project	# Affordable Units	# VLI Affordable Unit
Halstead Place (family rental) – built, Block16, Lot22.02	7	1
Holiday Inn (family rental) – proposed, Block 3, Lot 2.2	10	2
LoCasio (family rental) – proposed, Block 21, Lot 27	1	0
Moebus (age restricted rental) – proposed, Block 25, Lot 19	10	1
A&P Redevelopment (family rental) – proposed, Block21, Lots 30.01, 31, 32, 33	23	3
Fox Lumber (family rental) – proposed, Block24, Lots 10 and 2	10	1
Global Ag (age restricted rental) – proposed, Block25, Lot20	15	2
Total	76	10

9. The Town shall meet its Third Round Obligation in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 7 above:

- a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
- b. At least 50 percent of the units addressing the Third Round Obligation shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
- c. At least twenty-five percent of the Third Round Obligation shall be met through rental units, including at least half in rental units available to families.
- d. At least half of the units addressing the Third Round Obligation in total must be available to families.
- e. The Town agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

10. The Town shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the New Brunswick, Plainfield Area, Perth Amboy, Warren/Sussex, and Metuchen/Edison branches of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those

organizations of all available affordable housing units. The Town also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

11. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Town as part of its Plan shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Town annually within 30 days of the publication of determinations of median income by HUD as follows:
 - a. Regional income limits shall be established for the region that the Town is located within (i.e. Region 3) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Town's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
 - b. The income limits attached hereto as Exhibit A are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2018, and shall be utilized until the Town updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Town annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

- d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.
12. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
13. As an essential term of this Agreement, within 180 days of Court's approval of this Agreement, the Town shall introduce an ordinance or ordinances providing for the amendment of the Town's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.
14. The parties agree that if a decision of a court of competent jurisdiction in Hunterdon County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Town for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round Obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Town may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Town shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Town's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:60-1. If the Town prevails in reducing its Third Round Obligation, the Town may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
15. The Town shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement. In accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Town, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Town agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source

and amount of funds collected and the amount and purpose for which any funds have been expended.

16. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Town agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
17. The Fair Housing Act includes two provisions regarding action to be taken by the Town during the ten-year period of protection provided in this Agreement. The Town agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Town will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
 - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Town will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
18. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to Intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
19. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Town shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme

Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.

20. The Town agrees to pay FSHC's attorneys fees and costs in the amount of \$7500 (\$3,000 to be paid by the Town and \$4,500 to be paid by Moebus) within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing. The Town may delegate this payment obligation to a third party, but if payment is not received by FSHC by the date set forth in this paragraph the Town shall make payment within 10 days after the date on which the 10-day period ends.
21. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
22. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Hunterdon County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
23. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
24. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
25. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
26. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
27. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
28. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

29. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
30. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
31. No member, official or employee of the Town shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
32. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
33. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: kevinwalsh@fairsharehousing.org

TO THE TOWN:

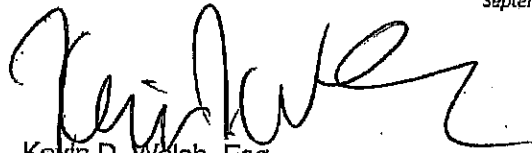
Tara Ann St. Angelo, Esq.
Gebhardt & Klefer, P.C.
1318 Route 31 North
P.O. Box 4001
Clinton, NJ 08809
Telecopier: 908-735-9351
Email: tstangelo@gklegal.com

**WITH A COPY TO THE
MUNICIPAL CLERK:**

Town Clerk
Cecilia Covino
43 Leigh Street
Clinton, NJ 08809
Email: ccovino@clintonnj.gov

Please sign below if these terms are acceptable.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin D. Walsh", is written over the typed name.

Kevin D. Walsh, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Town of Clinton, with the authorization
of the governing body:

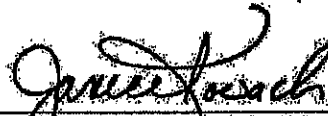

Janice Kovach, Mayor
Dated: 9-18-18

EXHIBIT A: 2018 INCOME LIMITS

2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018

Income limits are not officially adopted by the State of New Jersey. Contact your municipality to see if applicable to your jurisdiction. Additional information about AHPNJ income limits is posted on

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8+ Person	Median Income Region***	Regional Asset Limit***
Region 1 Bergen, Hudson Passaic and Sussex	Median \$68,597	Median \$88,140	Median \$72,682	Median \$82,797	Median \$90,833	Median \$94,487	Median \$98,121	Median \$105,389	Median \$112,657	Median \$119,926
Region 2 Essex, Morris, Union and Warren	Median \$68,597	Median \$88,140	Median \$72,682	Median \$82,797	Median \$90,833	Median \$94,487	Median \$98,121	Median \$105,389	Median \$112,657	Median \$119,926
Region 3 Burlington, Camden and Gloucester	Median \$68,597	Median \$88,140	Median \$72,682	Median \$82,797	Median \$90,833	Median \$94,487	Median \$98,121	Median \$105,389	Median \$112,657	Median \$119,926
Region 4 Mercer, Monmouth and Ocean	Median \$68,597	Median \$88,140	Median \$72,682	Median \$82,797	Median \$90,833	Median \$94,487	Median \$98,121	Median \$105,389	Median \$112,657	Median \$119,926
Region 5 Atlantic, Cape May, Cumberland and Salem	Median \$68,597	Median \$88,140	Median \$72,682	Median \$82,797	Median \$90,833	Median \$94,487	Median \$98,121	Median \$105,389	Median \$112,657	Median \$119,926
Region 6 Atlantic, Cape May, Cumberland and Salem	Median \$68,597	Median \$88,140	Median \$72,682	Median \$82,797	Median \$90,833	Median \$94,487	Median \$98,121	Median \$105,389	Median \$112,657	Median \$119,926

Median income is based on the 2015 HUD Area Median Income (AMI) for each region. Low income is 50 percent of the median income. Very low income is 30 percent of the median income.

These income limits are for calculating the pricing for rental housing for units previously established under N.J.A.C. 17:27. The increase for 2018 was 2.3%, the increase for 2019 was 1.3%, the increase for 2020 was 1.3%, and the increase for 2021 was 1.3% (consumer price index for all urban consumers (CPI-U) Region by expenditure category and commodity and service group).

Landlord who did not increase rents in 2015, 2016, or 2017 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

This column is used for calculating the pricing for rental housing for units previously established under N.J.A.C. 17:27. The increase for 2015 was 2.3%, the increase for 2016 was 1.3%, the increase for 2017 was 1.3%, and the increase for 2018 was 1.3% (consumer price index for all urban consumers (CPI-U) Region by expenditure category and commodity and service group).

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